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SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

January 5, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination Agreement, dated as of January 2, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete termination and relates to the documents previously filed with the Commission under Recordation Number 17129.

The names and addresses of the parties to the enclosed document are:

Lessee: CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

Lessor/
Owner Trustee: Wilmington Trust Company, not in its individual
capacity but solely as Lessor/Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

Anne K. Quinlan, Esq.
January 5, 2009
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Indenture Trustee: The Bank of New York Mellon (successor in
interest to Mercantile-Safe Deposit and Trust
Company)
One Wall Street
New York, NY 10286

Owner Participant: AT&T Credit Holdings, Inc.
2000 W Sbc Center Dr
Hoffman Estates, IL

A description of the railroad equipment covered by the enclosed document
is:

275 railcars: CSXT 295000 - CSXT 295274.

A short summary of the document to appear in the index is:

Termination Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

Robert W. Alvord

RWA/sem
Enclosures

JAN 05 '09

9-00 AM

SURFACE TRANSPORTATION BOARD EXECUTION COPY

THIS TERMINATION AGREEMENT (the "**Termination**") is dated as of January 2, 2009, by and among WILMINGTON TRUST COMPANY, a banking corporation organized under the laws of the State of Delaware, not in its individual capacity but solely in its capacities as lessor and owner trustee (in such capacities, the "**Owner Trustee**"), THE BANK OF NEW YORK MELLON, a banking corporation organized under the laws of the State of New York (successor in interest to Mercantile-Safe Deposit and Trust Company, a Maryland trust company), not in its individual capacity but solely as the indenture trustee (the "**Indenture Trustee**"), CSX TRANSPORTATION, INC., a Virginia corporation (the "**Lessee**"), and AT&T CREDIT HOLDINGS, INC., a Delaware corporation (successor in interest to AT&T Credit Corporation, a Delaware corporation) (the "**Owner Participant**").

RECITALS

WHEREAS, the Owner Trustee and the Lessee entered into that certain lease agreement, dated as of November 1, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "**Lease**"), pursuant to which the Owner Trustee leased certain rail equipment, identified on Schedule A attached hereto, (the "**Rail Equipment**") to the Lessee;

WHEREAS, the Lease was duly recorded with the Interstate Commerce Commission (predecessor to the Surface Transportation Board) on the dates, at the times and under the Recordation Numbers set forth on Exhibit 1 attached hereto;

WHEREAS, the Owner Trustee and the Owner Participant entered into that certain trust agreement, dated as of November 1, 1990, (as amended, restated, supplemented or otherwise modified from time to time, the "**Trust Agreement**"), pursuant to which a Trust Estate (as such term is defined in the Trust Agreement) was created, which includes the Rail Equipment, and such Trust Estate is held by the Owner Trustee for the benefit of the Owner Participant;

WHEREAS, the Owner Trustee and the Indenture Trustee entered into that certain indenture, mortgage and security agreement, dated as of November 1, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"), pursuant to which the Owner Trustee granted the Indenture Trustee a security interest in the Rail Equipment for the benefit of certain Holders (as defined in the Indenture);

WHEREAS, the Indenture was duly recorded with the Interstate Commerce Commission (predecessor to the Surface Transportation Board) on the dates, at the times and under the Recordation Numbers set forth on Exhibit 1 attached hereto;

WHEREAS, the Lessee has given notice of its desire to exercise its early buyout option pursuant to Section 2(e) of the Lease (the "*EBO*") on January 2, 2009 (the "*Purchase Date*") and have elected to prepay all Notes Outstanding (as such term is defined in the Indenture) pursuant to Section 401(d) of the Indenture on the Purchase Date;

WHEREAS, upon receipt by Indenture Trustee of all sums due on the Purchase Date (i) the Notes Outstanding shall be paid in full and all obligations under the Indenture will have been fully satisfied, complied with and performed, (ii) the purchase price for the EBO (as further described on the Rail Equipment Purchase Invoice, dated as of the date hereof (the "*EBO Purchase Price*") and all other sums due and owing, shall be paid in full pursuant to the terms of the Lease and all of the obligations under the Lease will have been fully satisfied, complied with and performed, (iii) the Owner Trustee, per the instruction of the Owner Participant, shall execute and deliver to Lessee the Bill of Sale, dated as of the date hereof evidencing the sale of the Rail Equipment to Lessee, and (iv) the Operative Documents (as such term is defined in the Indenture) shall terminate and the security interests granted thereunder shall be released;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The parties hereby agree that the EBO has been consummated, including, without limitation, the satisfaction, in full, of the Notes Outstanding and the Owner Participant's receipt of its portion of the EBO Purchase Price, and the Operative Documents are hereby terminated.

2. Notwithstanding the termination of any of the Operative Documents, the parties hereto agree that each party shall remain liable for any obligations of such party under any Operative Document to which it is a party which such obligations, under the terms of such Operative Documents, expressly survive the termination of such Operative Documents, including without limitation all indemnities in favor of each Indemnified Party; *provided, however*, that upon such termination, all other obligations under any Agreement shall be null and void and of no force or effect whatsoever.

3. This Termination is the "appropriate instrument" referenced in Section 715 of the Indenture pursuant to which the Indenture Trustee is authorized to release its Lien (as such term is defined in the Indenture) created by such Indenture with respect to the Rail Equipment.

4. The Indenture Trustee hereby releases any and all Liens in the Rail Equipment, including but not limited to, the security interests evidenced by the recordings on Exhibit I attached hereto. The Indenture Trustee authorizes the Lessee or its designee to prepare, deliver, file, record, or otherwise attend to the disposition of such documents, assignment and releases necessary to release all of its Liens created by such Indenture with respect to the Rail Equipment.

5. This Termination shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. (a) This Termination has been executed by the duly authorized officers of the Owner Participant, the Owner Trustee, the Lessee, and the Indenture Trustee, each of whom has obtained any and all consents and approvals required by the Lease and Indenture.

(b) Lessee hereby agrees to pay all costs and expenses, including reasonable attorneys' fees (including, without limitation, fees of Surface Transportation Board and Canadian counsel), incurred by the Owner Trustee, Owner Participant and Indenture Trustee in connection with the negotiation, preparation, execution and delivery of this Agreement and any other documents, instruments and agreements in connection therewith.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Delivery of a facsimile copy of an executed counterpart of a signature page of this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

This Termination will be filed and recorded with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

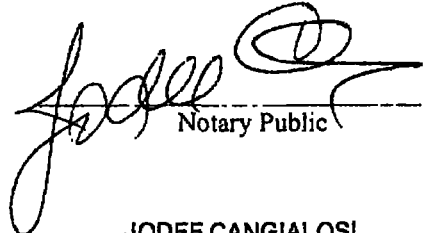
WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

by


Name: Erik E. Overcash
Title: Assistant Vice President

STATE OF , Delaware)
COUNTY OF , NEW CASTLE) SS.:

The foregoing instrument was acknowledged before me this 18 day of December 2008, by Erik Overcash of Wilmington Trust Company, a banking corporation organized under the laws of the state of Delaware, on behalf of said trust company.


Notary Public

JODEE CANGIALOSI
Notary Public - State of Delaware
My Comm. Expires June 25 2012

[Signature page of Termination]

CSX TRANSPORTATION, INC.,

by Peter K. Mills

Name: Peter K. Mills

Title: VP FINANCE

STATE OF, Florida)

COUNTY OF, Duval)

SS.:

The foregoing instrument was acknowledged before me this 18th day of December, 2008, by Peter K. Mills, VP- Finance of CSX Transportation, Inc., a Virginia corporation, on behalf of said corporation.

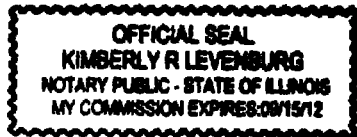
Stephanie Reynolds
Notary Public



[Signature page of Termination]

by Jeffrey R. Mason
Name: Jeffrey R. Mason
Title: Vice President

The foregoing instrument was acknowledged before me this 19th day of December, 2008, by Jeffrey R. Mason, Vice President of AT&T Credit Holdings, Inc., a Delaware corporation, on behalf of said corporation.



Kimberly R. Greenberg
Notary Public

[[3115241]]

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Indenture Trustee

by Franca M. Ferrara
Name: _____
Title: VICE PRESIDENT

STATE OF,)
COUNTY OF,) SS.:

The foregoing instrument was acknowledged before me this 18th day of December, 2008, by Franca M. Ferrara of the Bank of New York Mellon, a banking corporation organized under the laws of the State of New York, on behalf of said banking corporation.

Carlos R. Luciano
Notary Public

CARLOS R. LUCIANO
Notary Public, State of New York
No. 41-4765897
Qualified in Queens County
Commission Expires April 30, 2010

[Signature page of Termination]

Schedule A

SCHEDULE A
(Recordation Number 17129)

275 Bethlehem Steel 100-Ton Triple Hopper Coke Cars: CSXT 295000 - CSXT 295274

Exhibit 1

1. Lease Agreement, dated as of November 1, 1990, between Wilmington Trust Company, as Owner Trustee and Lessor, and CSX Transportation, Inc., as Lessee, filed with the Commission on December 18, 1990 at 10:05 a.m. under Recordation Number 17129.
2. Indenture, Mortgage and Security Agreement, dated as of November 1, 1990, between Wilmington Trust Company, as Owner Trustee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, filed with the Commission on December 18, 1990 at 10:05 a.m. under Recordation Number 17129-A.
3. Lease and Indenture Supplement No. 1, dated as of December 18, 1990, among Wilmington Trust Company, as Owner Trustee and Lessor, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, filed with the Commission on December 18, 1990 at 10:05 a.m. under Recordation Number 17129-B.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

1/5/09



Robert W. Alvord